

AMENDMENT NO. 1
TO
AGREEMENT FOR PROFESSIONAL SERVICES
(FEDERALLY FUNDED PROJECTS)

Price Canyon Road Phase II

The County of San Luis Obispo (County) and Cannon Corporation (Engineer) hereby amend the AGREEMENT FOR ENGINEERING CONSULTING SERVICES (Contract) dated May 22, 2014, as follows:

- A. The following Exhibits to the Contract are amended as follows:
 - i. Exhibit A, "Scope of Services" is hereby amended by the addition of Exhibit "A-1", "ADDITIONAL SERVICES AGREEMENT", attached hereto and incorporated herein by reference;
 - ii. Exhibit B, "Compensation" is hereby amended by the addition of Exhibit "B-1 Compensation" attached hereto and incorporated herein by reference;
- B. Under Article 1 of the Contract, "Exhibit A" and "Exhibit A-1" together constitute the combined the Scope of Services.
- C. Under Article 2 of the Contract, "Time for Completion of Work", the text "September 30, 2014" is hereby replaced with "July 31, 2015"
- D. Under Article 3 of the Contract, "Compensation", the first and last sentence of the first paragraph of Section A.1 is hereby amended as follows: Total compensation is increased by \$28,500, from \$48,600 to \$77,100 for completion of scope of services described in Exhibit A and Exhibit A-1.
- E. All provisions of the Contract not affected by this Amendment No. 1, or other amendments, shall remain unchanged and in full force and effect.
- F. The effective date of this Amendment No. 1 is the date its execution by both parties is completed by the appropriate signatures provided below.

IN WITNESS WHEREOF, this AGREEMENT is hereby amended by the parties hereto, upon the date written above.



COUNTY OF SAN LUIS OBISPO

By: _____
Chairperson of the Board
County of San Luis Obispo
State of California

ENGINEER

Dated: _____



Cannon Corporation

ATTEST:

County Clerk and Ex-Officio Clerk of the
Board of Supervisors, County of San Luis Obispo
State of California

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA NEAL
County Counsel

By: 

Deputy County Counsel

Date: 3/10/15



EXHIBIT A-1

ADDITIONAL SERVICES AGREEMENT

Project Client: County of San Luis Obispo
Project Name: Price Canyon Road Phase II

Date: February 25, 2015
Project Number: 140114

Description of Additional Services and/or Materials:

The County of San Luis Obispo must realign a portion of Price Canyon Road within the Phase II widening project to avoid endangered Pismo Clarkia discovered along the northwest side of the road. The portion of the roadway that is being realigned by County staff includes the section of road containing the rock dowel walls Cannon has designed as part of this project.

Because of this realignment, the rock dowel will need to be moved from their current proposed locations and redesigned. This additional services request is to assist the County in selecting a new appropriate wall layout and to provide engineering services to complete the design and construction documents for the revised wall layout(s).

SCOPE OF WORK AND DELIVERABLES

Deliverable 1 – Preliminary Engineering, Constraint Analysis, and Geotechnical Coordination

We will create preliminary wall layouts and profiles based on the revised road realignment provided by the County. We will prepare a brief memorandum that summarizes the potential right-of-way issues, encroachment of dowels into environmentally sensitive areas, structural/geotechnical issues, constructability, and other constraints associated with new wall location(s). We will coordinate with Fugro to determine which constraints can be worked around, the costs associated with each, and any necessary revisions to the proposed retaining system.

Deliverables:

- Summary memorandum
- Exhibit of wall layout, profile, and typical cross-section (up to 2 alignment alternatives)

Deliverable 2 – Project Development Team (PDT) Meeting

We will attend a PDT meeting where the County will review our preliminary engineering findings/recommendations. The wall layouts and revised geotechnical recommendations regarding the retaining system shall be approved at this meeting before proceeding with the following tasks.

Deliverables:

- Meeting Minutes
- Summary of preliminary engineering comments and responses (QC)

Deliverable 3 - 100% Plans, Specifications, and Estimate

Plans, Specifications, and Estimates: We will provide a 100% plans, special provisions, and estimate submittal to the County (in PDF format) for review and comment as follows:

100% Design

- Incorporate comments from County review, as well as environmental considerations
- Prepare complete PS&E ready for construction and insertion into the County's set of plans



100% Design Deliverables:

- Plans
 - Wall plans and profile
 - Typical cross sections and at critical points
 - Construction details
 - Construction control (Based on County plans)
- Specifications (in County / Caltrans 2010 format)
 - Technical specifications
- 100% Design opinion of probable construction cost
 - Opinion of probable cost (in Caltrans "BEES" format)
 - Other costs to be considered during construction

If needed, County staff will provide utility coordination and potholing.

QA/QC Review: We will conduct an in-house review of our 100% PS&Es.

Deliverable 4 – Project Development Team (PDT) Minutes (100% Review Meeting)

100% Plan Review Meeting: We will participate in a meeting or phone conference to review 100% submittal and any comments or concerns. We will summarize comments into a table with responses provided for each comment. We will incorporate plan, special provision, and estimate changes as part of the Final PS&E Deliverable.

Deliverables

- 100% Review Meeting Minutes
- Summary of 100% Plan comments and responses (QC)

Deliverable 5 – Final Plans, Specification, and Estimate

We will provide the following deliverables:

- Final signed and sealed plans, specifications, and estimate (hard copy with plans provided on 11"x17" sheets, as well as electronic copy: PDF, MS Word, and Excel)
- Electronic (AutoCAD 2D) design / plan files

ASSUMPTIONS AND EXCLUSIONS

It is assumed that the geotechnical engineer will determine that a rock dowel/soil nail wall is still an acceptable retaining system for the new locations and retained heights during his review of Deliverable 1. The scope, fees, and schedule for Deliverables 2-5 will not be valid should the geotechnical engineer require another retaining system.

It is assumed the County will provide the following items:

- Horizontal and vertical control
- Revised road alignment in AutoCAD format
- Topographical raw data in AutoCAD 3D format, including data points, DTM surface/contours, location of all surface features, and found monuments with existing right-of way-determined
- Environmental studies/permits
- Geotechnical report
- Design structural section



- Existing utility atlas information (water, sewer, phone, CATV, gas, electric)
- Utility coordination, including final notice letter
- Utility potholing (if needed)
- Estimated duration and start of construction
- NPDES compliance special provision language / documents
- Cannon is not responsible and cannot be held accountable for the accuracy of As-Builts or Record Drawings provided by the Agencies or utility providers. Cannon has no means of determining whether subsurface features were constructed per the construction / improvement drawings and does not claim to do so. Pot holing of utilities should be performed by others, if there are concerns or uncertainties regarding the subsurface utilities.
- All data prepared by others and provided to Cannon will be made available in a digital format, compatible with our systems. It is also understood that the information and technical data provided and prepared by others, on the Client's behalf or Property Owner's behalf, may be used by Cannon in performing its services and is entitled to rely upon the accuracy and completeness thereof.
- Dry utility coordination, design, and plans will be prepared by others.
- Base Drawings – San Luis Obispo County will provide us with project drawings (hard copy and in an AutoCAD format).

SCHEDULE

We have attached a preliminary schedule. We will maintain the schedule and modify it as the project progresses.



EXHIBIT B-1

FEES

Fees are based on the rates per the enclosed fee schedule. It is our understanding that this project qualifies for California Prevailing Wages. We have attached an expanded breakdown of team member hours and fees.

Phase	Fee
<i>Deliverable 1. Preliminary Engineering, Constraint Analysis, and Geotechnical Coordination</i>	\$ 8,740
<i>Deliverable 2. Project Development Team Meeting</i>	\$ 1,203
<i>Deliverable 3. 100% Plans, Specifications, and Estimate</i>	\$ 10,272
<i>Deliverable 4. Project Development Team Meeting, 100% Review</i>	\$ 1,203
<i>Deliverable 5. Final Plans, Specifications, and Estimate</i>	\$ 7,082
Total:	\$28,500

Reimbursable expenses are not included in this additional service agreement.

Authorization:

In witness whereof, the parties hereto have caused this agreement consisting of the Request for Additional Services, and the original signed proposal letter and Appendix A dated November 2011 and any other necessary and applicable documents to be executed of the date and year first above written. Payment is due within 15 days of completion of work.

Any additions and/or corrections to this agreement will be addressed in a separate agreement.

County of San Luis Obispo

Cannon

Michael Britton

Marshall Pihl, SE
Structures Director

Date

Date 3-9-15